

**THE RETIREMENT SYSTEMS
OF ALABAMA**

INVITATION TO BID

**For:
Hand Towels &
Toilet Tissue**

Agency Contact:

Edward Davis (334) 517-7130

Invitation to Bid No.: 11-010

Mandatory Pre-bid Conference:

DATE: N/A TIME:

Bids Must be Received Before:

DATE: March 1, 2011 TIME: 5:00 PM

Bids Will be Publicly Opened

DATE: March 2, 2011 TIME: 10:00 AM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED AS APPROPRIATE. BID RESPONSE MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1) DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.

2) TERMS: _____ (DISCOUNTS WILL BE CONSIDERED IN THE BID EVALUATION AND WILL BE TAKEN WITHOUT REGARD TO DATE OF PAYMENT).

3) PRICES VALID FOR ACCEPTANCE WITHIN _____ DAYS.

4) VENDOR'S QUOTATION REFERENCE NUMBER, IF ANY: _____ (THIS NUMBER WILL APPEAR ON PURCHASE ORDER)

5) FEDERAL EMPLOYER ID. NO. (IF NO FEIN, ENTER SSN) : _____

6) EMAIL: _____ WEBSITE: _____

RETURN INVITATION TO BID:

REGULAR MAIL

RETIREMENT SYSTEMS OF ALABAMA
P.O. BOX 302150
MONTGOMERY, ALABAMA 36130-2150

COURIER

RETIREMENT SYSTEMS OF ALABAMA
201 SO. UNION STREET, SUITE 574
MONTGOMERY, ALABAMA 36104

SIGNATURE AND NOTARIZATION REQUIRED

I have read the entire bid and agree to furnish each item offered at the price quoted. I hereby affirm I have not been in any agreement or collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding.

**Sworn to and subscribed
before me this**

COMPANY NAME

AUTHORIZED SIGNATURE (INK)

____ DAY OF _____, 20__

MAILING ADDRESS

TYPE / PRINT AUTHORIZED NAME

NOTARY PUBLIC

CITY, STATE, ZIP

TITLE

PHONE INCLUDING AREA CODE

FAX NUMBER

BID RESPONSE INSTRUCTIONS

- **READ ALL TERMS, CONDITIONS AND SPECIFICATIONS**
- Label your bid response envelope with the **BID NUMBER** and **OPENING DATE**. Bids not identified may be rejected.
- Submit your bid on time. **ALL LATE BIDS WILL BE REJECTED.** The Retirement Systems of Alabama assumes no responsibility for bid responses that are late due to the U.S. Postal Service, private courier service, or any other reason.
- **Bid responses must be signed and notarized.** Signatures must be original, hand-written.
- Bid pricing should be submitted on a pricing sheet(s) in a format consistent with the requested information.
- Any errors or corrections to a bid response should be initialed.
- Delivery date may be considered a factor in determining an award.
- Any questions or clarifications concerning this bid should be directed to Edward Davis at (334)517-7130. Bidders should only consider written information provided by RSA Office Services when completing this bid.
- **STATE LAWS:** All bidders are responsible for compliance with all laws and Executive Orders and opinions of the Attorney General of Alabama before doing business with a State Agency.
- The Retirement Systems of Alabama is exempt from paying Federal Excise Tax, state and local sales tax. Bidders must offer prices, which do not include such taxes. Where use tax, lease tax or fees are applicable, they must be identified and their cost shown as separate items.

Retirement Systems of Alabama
Invitation to Bid # 11-010
for
Hand Towels & Toilet Tissue

PURPOSE

The purpose of this Invitation to Bid is to select a qualified vendor and establish an Agreement for the purchase of hand towels and toilet tissue for use in Retirement Systems of Alabama facilities in Montgomery and Mobile, Alabama.

CONTRACT PERIOD

The initial term of the Agreement shall be 12 months. Up to four additional 12-month agreement periods may be entered into under the same specifications, terms, and conditions if proposed in writing by the Retirement Systems of Alabama and accepted in writing by the Contractor.

PRICING

All prices quoted must be firm for each 12-month contract period. Bidders must include in their bid response all costs associated with providing the specified products. No additional charges beyond those specifically delineated herein shall be allowed.

Each successive 12-month contract period will allow for a price adjustment. The Retirement Systems of Alabama will allow a price adjustment based solely upon an increase in the amount incurred by the Contractor from the manufacturer and only to the extent of such increase from the manufacturer. At the time of renewal, the Contractor must provide documentation from the manufacturer indicating the amount of increase incurred.

BASIS OF AWARD

The bid shall be awarded on an “all or none” basis to the lowest priced bidder meeting all specifications, terms and conditions. The successful bidder shall be required to execute, without modification, the “Agreement for Hand Towels and Toilet Tissue” accompanying this Invitation to Bid. Vendor references, qualifications, and past performance data may be considered in determining the award.

The Retirement Systems of Alabama reserves the right to reject any or all bids and to waive any technical errors or discrepancies if, in their judgment, it would be in the best interest of RSA to waive such errors or discrepancies.

It is not a requirement to be a registered bidder with the State of Alabama to qualify to bid.

INTENT TO AWARD

The Retirement Systems of Alabama will issue an "Intent to Award" before a final award is made. The "Intent to Award" will continue for a period of five calendar days, after which a final award will be made. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1 (14).

BID OPENING

Bids must be received no later than 5:00 PM March 1, 2011. Bids will be publicly opened on **March 2, 2011** at 10:00 AM in the 5th Floor Conference Room of the Retirement Systems Alabama Systems Building located at 201 South Union Street, Montgomery.

REQUIREMENTS

Bidders are required to submit certification as required by the Alabama Department of Revenue stating that the vendor is appropriately registered to collect and remit sales, use and lease tax on all its sales and leases into the State of Alabama. Each bid submitted must include certification (copy attached) that the bidder is not barred from bidding for or entering into a contract under Act 2006-557 and that the bidder acknowledges that the RSA may declare any contract awarded from this ITB void if the certification completed by the awarded bidder is false (**copy attached**).

Bidders are required to complete the Vendor Disclosure Statement as required by Act 2001-955 and return it with their bid (**copy attached**).

DELIVERY TERMS

All orders are to be F.O.B. destination, delivered in good condition. The term F.O.B. destination shall mean delivered and unloaded inside the receiving dock of the RSA building for which the products have been ordered. All orders must be shipped in full. No partial orders will be accepted.

Deliveries must be no larger than 46 inches wide and 95 inches high.

Delivery of products shall be within seven (7) calendar days after receipt of order.

ESTIMATED USAGE PER FACILITY AND ORDER FREQUENCY

The following estimated usage figures are for informational purposes only and are not an exact count of items to be ordered on a monthly or quarterly basis. The Retirement Systems of Alabama makes no guarantee as to the amount of towels or tissue that will be ordered as a result of this contract.

	<u>Towels</u>	<u>Tissue</u>
Alabama Center for Commerce (ACC)	60 cases/month	30 cases/month
Plaza Building	100 cases/quarter	65 cases/quarter
RSA Systems Building	50 cases/month	17 cases/month
AL Center for Postsecondary Education	60 cases/quarter	30 cases/quarter
RSA Tower	160 cases/month	60 cases/month
Union Building	50 cases/month	30 cases/month
Criminal Justice Center	90 cases/month	40 cases/month
Battle House Tower, Mobile	120 cases/month	60 cases/month
RSA Banktrust Building, Mobile	20 cases/month	

Note: The loading dock at the AL Center for Postsecondary Education will not accommodate a long truck.

TOWELS AND TISSUE

Towels and tissue shall be made in accordance with reasonable industry practice with respect to holes, tears, wrinkles, cleanliness, and foreign material or dirt. Edges shall be cleanly cut and not ragged. Tissue and towels shall dispense properly and freely with no tearing or wasting of sheets when properly loaded in the appropriate dispenser, and shall have no disagreeable odor, either wet or dry, in accordance with reasonable industry practice. Towels shall be folded according to specifications. All items bid must fit and dispense from appropriate standard dispensers. **No substitute of brand names or brand numbers will be accepted.**

PRICING SHEET
ITB 11-010
HAND TOWELS AND TOILET TISSUE

DESCRIPTION

PRICE

Kleenex Scottfold Towels

Product Code: 13254

Color: White

Sheet Size: 9.4" x 12.4" / 23.9 cm x 31.5 cm

Quantity/Pack: 120

Unit/Case: 25

Quantity/Case: 3,000

Price Per Case \$ _____

Kleenex Cottonelle Bathroom Tissue

Product Code: 17713

Color: White

Sheet Size: 4.09" X 4.0" / 10.3cm x 10.2 cm

Quantity/Pack: 506

Unit/Case: 60, wrapped individually

Quantity/Case: 30,360

Price Per Case \$ _____

Retirement Systems of Alabama Agreement for Hand Towels & Toilet Tissue

This agreement is made and entered into this _____ day of _____, 2011, between _____ hereafter referred to as “Contractor”, and the Teachers’ Retirement System of Alabama and the Employees’ Retirement System of Alabama, hereafter referred to collectively as “The Retirement Systems of Alabama” or “RSA”, for the purchase of hand towels and toilet tissue for use in RSA facilities.

AGREEMENT PERIOD

The initial term of this Agreement shall be from **May 1, 2011 through April 30, 2012**. Up to four additional 12-month agreement periods may be entered into under the same specifications, terms and conditions, if agreed upon in writing by both parties. In the event the Retirement Systems of Alabama elects to renew the Agreement for an additional 12-month period, Contractor will be notified in writing at least 60 calendar days prior to the commencement of the additional period involved, and contractor shall accept or reject, in writing, said renewal period within 14 calendar days after receipt of said notice. **Contractor agrees that The Retirement Systems of Alabama shall not be under any obligation to extend this Agreement beyond the initial 12-month term.**

GENERAL CONDITIONS

The Contractor agrees to provide the products specified in **Invitation to Bid #11-010** and any and all addenda and/or supporting documents to said Invitation to Bid, in accordance with the bid specifications and at the prices quoted by Contractor in its bid response.

CONTRACT DOCUMENTS

All specifications, terms and conditions set forth in the Retirement Systems of Alabama **Invitation to Bid #11-010**, including its exhibits, schedules, forms, logs, and addenda attached thereto, are fully a part of this Agreement, and with this document constitute the entire Agreement.

CONTRACTOR STATUS

It is understood and agreed by the parties that Contractor is an independent contractor, and neither it nor its employees or agents shall be considered employees of the State of Alabama or be entitled to any benefits under the State Merit System.

APPLICABLE LAW

The laws of the State of Alabama shall govern the interpretation and performance of this Agreement. Matters governing the terms and conditions of employment of the employees of the Contractor are entirely within the cognizance of Contractor. The Retirement Systems of

Alabama shall have no right to control any of the actions of the employees of the Contractor, except as provided herein. Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Contractor warrants that it will comply with all applicable federal, state, and local laws, ordinances, orders, codes, and rulings governing equal employment opportunity, and further warrants that it will comply with such directives in all matters of employee health, safety and payment of wages and salaries. Contractor shall establish and maintain procedures and controls adequate to prevent its employment of any alien who is not legally eligible for such employment under the immigration laws of the Federal Government.

It is understood that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void, and the remainder of the Agreement shall remain in full force. The Contractor's sole remedy for settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

For any and all disputes arising under the terms of this contract, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation by and through the Attorney General's Office of Administrative hearings or where appropriate, private mediators.

FORCE MAJEURE

Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to acts of God, riots, acts of war, acts of terrorism, governmental regulations superimposed after the act, earthquakes, or other causes beyond the reasonable control of such party. In the event of any occurrence, which a party considers may cause a delay or failure of performance, such party shall promptly notify the other party in writing.

NONWAIVER

During the term of this Agreement, any failure of the Retirement Systems of Alabama to discover or reject unacceptable products or products supplied not in accordance with the specifications, terms and conditions of the Agreement, shall not be deemed an acceptance thereof, nor a waiver of the Retirement Systems of Alabama's right to a proper execution of the Agreement or any part of it by Contractor.

SEVERABILITY

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of the jurisdiction governing the entire Agreement, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such provisions had never been contained herein.

SUCCESSORS AND ASSIGNS

Contractor shall not assign this Agreement or any interest herein or any monies due or to become due hereunder in violation of the Code of Alabama, Section 41-16-29. The Retirement Systems of Alabama and any of its successors and assignees reserve the unconditional right to assign any or all of its rights, title, interest or obligations in and to this Agreement for any or all locations covered by this Agreement to any agencies or associated or affiliated governmental bodies. Upon the effective date of any such assignment, the assignor shall be released from all rights, titles, interests and obligations under that portion of the Agreement assigned, and the assignee shall assume all such rights, titles, interests and obligations.

SUBCONTRACTING

The awarded bidder shall be solely responsible to provide all items and services specified within this Invitation to Bid. The awarded bidder agrees that no portion of the services shall be subcontracted without written approval of the Retirement Systems of Alabama. If awarded bidder requests approval to subcontract any services specified herein, and approval is granted by Retirement Systems of Alabama, such subcontracting shall not be construed as to release the awarded bidder from any obligation or responsibility under the specifications, terms and conditions of this Invitation to Bid, nor diminish or modify any of its obligations stated herein. It shall be the responsibility of the Contractor to negotiate with its subcontractor for remuneration for warranty services provided by subcontractor. Contractor shall absorb all charges by subcontractor for any and all services provided to the Retirement Systems of Alabama under the term and conditions of this Agreement.

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold The Retirement Systems of Alabama, its administrators, officers, employees, and agents harmless from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the services under this Agreement or lack thereof.

PERMITS, LICENSES, FEES AND REGULATIONS

Contractor shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the services. All costs therefore shall be deemed to be included in the Contractor's bid prices.

TERMINATION

The Retirement Systems of Alabama shall have the right, at its sole option and discretion, to terminate this Agreement at any time without any default on the part of the Contractor, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of termination.

Retirement Systems of Alabama shall have the right to terminate this Agreement immediately by written notice to the Contractor if the Contractor fails to execute any provision of this Agreement promptly and to the satisfaction of the Retirement Systems of Alabama. The Contractor, at its sole option and discretion, shall have the right to terminate this Agreement at any time by giving written notice to the Retirement Systems of Alabama at least 60 calendar days prior to the effective date of termination.

TIME OF THE ESSENCE

For all requests made by the Retirement Systems of Alabama pursuant to this Agreement, time is of essence. The acceptance of a late performance, with or without objections or reservations by the Retirement Systems of Alabama, shall not waive the right to claim damages for such breach, nor constitute a waiver of the requirements of timely performance of any obligations remaining to be performed.

WAIVER OF BREACH

The waiver by The Retirement Systems of Alabama of a breach of any provision of this Agreement by the Contractor shall not be construed as a waiver of any subsequent breach by the Contractor.

USE OF THE RETIREMENT SYSTEMS OF ALABAMA FACILITIES

Contractor shall release the Retirement Systems of Alabama from any responsibility arising from claims for personal injuries, including death, arising out of the use of such facilities, equipment, tools or supplies, irrespective of the condition thereof, or any negligence or gross negligence on the part of the RSA in permitting their use.

DISCLOSURE OF INFORMATION

Contractor agrees that it will not, during or after the term of this Agreement, disclose any proprietary information or confidential business information of the Retirement Systems of Alabama and/or the State of Alabama, including but not limited to its costs, charges, operation procedures, methods of doing business, or correspondence to any person, firm, corporation, association, or other entity or to the general public for any reason or purpose whatsoever, without the prior written consent of the Retirement Systems of Alabama. Such confidential or proprietary information received by the Contractor shall be used by it exclusively in connection with the performance of the services.

Contractor shall not issue or release for publication any articles or advertising or publicity matter relating to the services performed by Contractor hereunder or mentioning or implying the name of the Retirement Systems of Alabama, its agencies or its departments or their respective personnel without prior written consent of the Retirement Systems of Alabama.

BILLING

All billing is to be in arrears. All invoices must include the designated purchase order number for that facility and must itemize the items shipped. All invoices must be mailed to:

Building Expense Fund
Retirement Systems of Alabama
P.O. Box 302150
Montgomery, AL 36130-2150

AGREEMENT FOR HAND TOWELS & TOILET TISSUE

FOR THE RETIREMENT SYSTEMS OF ALABAMA

BY: _____
David G. Bronner

TITLE: Chief Executive Officer

DATE: _____

REVIEWED BY: _____
Legal Counsel

FOR CONTRACTOR: _____

BY: _____

TITLE: _____

DATE: _____

Retirement Systems of Alabama

VENDOR CERTIFICATION

(Required by Act 2006-557)

The following is an excerpt from Act 2006-557 which states in part:

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-16.....

**I hereby attest that _____ is appropriately
(Company name)**

registered to collect and remit sales, use and lease tax on all its sales and leases into the State of Alabama and is not barred from bidding for or entering into a contract under ACT 2006-557. I hereby acknowledge that the RSA may declare any contract awarded from this ITB void if this certification is false.

Authorized Signature

State of Alabama

Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM:

ADDRESS:

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD:

Retirement Systems of Alabama

ADDRESS:

201 S. Union Street, Montgomery, AL 36104

334-517-7130

CITY, STATE, ZIP

TELEPHONE NUMBER:

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

State Agency/Department	Type of Goods/Services	Amount Received

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

State Agency/Department	Date Grant Awarded	Amount of Grant

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Public Official/Employee	Address	State Department/Agency

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

Name of Family member	Address	Name of Public Official/ Public Employee	State Department/ Agency Where Employed
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If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

Name of Paid Consultant/Lobbyist	Address
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By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature	Date
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Notary's Signature	Date	Date Notary Expires
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Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.